MOTOROLA - BOSE INCENTIVE PROGRAM TERMS & CONDITIONS

October 2023 – September 2024

VOID WHERE PROHIBITED.

PROGRAM: This motorola – Bose Incentive Program ("<u>Program</u>") Terms & Conditions sets forth the terms and conditions under which eligible participants may earn an incentive award in the form of a discount code to be applied toward the purchase of Bose products during the Program Period (as defined below).

PROGRAM DATES: The Program begins October 3, 2023 at 12:00 AM Eastern Daylight Time ("EDT"), and ends September 30, 2024 at 11:59:59 PM EDT ("Program Period").

ELIGIBILITY: The Program is open to all legal residents of the fifty United States and District of Columbia, Canada (except residents of the province of Quebec), Germany, France, United Kingdom, Japan, Australia and New Zealand, who are 18 years of age or older at the time of entry. VOID IN THE PROVINCE OF QUEBEC AND WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR OTHERWISE PROHIBITED OR RESTRICTED BY LAW. Individuals employed by Motorola Mobility LLC ("Sponsor"), its affiliated companies, subsidiaries, and/or advertising and promotion agencies (collectively, "Program Parties") at any time during the Program Period, and members of their immediate family (spouse, children, parents, siblings, and their respective spouses) or persons living in the same household, are not eligible.

EARNING AN INCENTIVE AWARD: During the Program Period, eligible participants may earn an incentive award by purchasing and activating any motorola smartphone device.

Participants agree that Sponsor may disqualify the participant from the Program if Sponsor believes, in its sole and absolute discretion that participant and/or any device purchased and/or activated in connection with the Program are not compliant with these Terms & Conditions. If Sponsor rejects a device purchase/activation for any reason, such purchase/activation will be deemed disqualified from the Program and will not be considered valid. The use of any automated means to interfere with the Program (including but not limited to use of any robot, script, macro, or other automated services) are not permitted and any incentive award earned will be disqualified.

INCENTIVE AWARD: Each participant that fully completes the above steps will earn one (1) unique discount code for ten percent (10%) off the retail purchase of \$199 or more in Bose branded products, which may be redeemed through the Bose.com website and entering the applicable discount code where indicated. Discount codes will be valid for a period of twelve (12) months following receipt by participant.

Limit one incentive award per person. Discount code will be made available to the participant via on-device notification and/or through email immediately after the activation of the motorola smartphone device. Purchase must be for participant's personal use only and purchased product cannot be re-sold within twelve (12) months of purchase. Discount code is void if copied, transferred, reproduced, sold or exchanged. Discount codes may not be combined with other promotional offers,

voucher codes, or special offers, applied to previous purchases, applied to out of stock products, or applied toward shipping. The use of the discount code shall be subject to the Bose Terms of Sale at time of purchase and Bose reserves the right to decline orders where it determines the discount code, or the use thereof, is invalid. Bose reserves the right to exclude certain Bose products from the discount codes from time to time in its sole discretion (e.g., aviation headsets). Each unique discount code may be used only once. Limit one (1) offer per discount code, per household. Valid only on Bose.com. Not valid with any other promotional discounts. Discount code must be presented at time of Bose product purchase. Expiration dates apply. Motorola reserves the right to change, extend, or cancel this Program at any time.

Discount codes are non-transferable, with no substitution, cash back or cash value, other than as set forth herein. Sponsor reserves the right to substitute an incentive award of equal or greater value should an award or component of an award become unavailable. All taxes and shipping obligations on products purchased using incentive awards are the sole responsibility of the participant. Should Sponsor determine in its sole discretion that a participant acted in a fraudulent manner with respect to his/her participation in the Program, the participant hereby agrees that he/she will be required to promptly return to Sponsor his/her incentive award.

MISCELLANEOUS CONDITIONS: All information concerning the Program become the property of Sponsor and will not be returned. By participating, participant agrees to abide by and be bound by these Terms & Conditions and the decisions of the Sponsor, which shall be final with respect to all issues relating to this Program. It is your responsibility to ensure that you have complied with all of the conditions contained in these Terms & Conditions. Sponsor is not responsible for any lost, late, misdirected, stolen, illegible or incomplete entries/recordals. Sponsor assumes no responsibility for any error, omission, interruption, deletion, effect, delay in operation or transmission, communications lines failure, theft or destruction or unauthorized access to, or alteration of, such entries/recordals. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.

Sponsor is not responsible for telephone, computer, network or tracking system malfunction or errors, whether technical or human in nature; communication disruption or malfunction or other forces beyond their reasonable control, including disruption related to virus, bug or other non-authorized intervention. If any malfunction, error, or disruption occurs which impairs the administration, security, fairness, integrity or proper conduct of the Program, Sponsor may, in its sole discretion, suspend or terminate the Program. In such case, all entries/recordals made prior to such date will be included in the Program, but subsequent entries/recordals will not be included. Persons found tampering with or abusing any aspect of this Program, or who Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified.

By participating in this Program, Eligible Sales Representatives agree to release and hold harmless the Program Parties and each of their parent companies, affiliates, subsidiaries, officer, directors, agents and employees from any and all liability whatsoever for any injuries, losses or damage of any kind arising from or in connection with the (1) awarding, acceptance, receipt, possession, use and/or misuse of any incentive award provided hereunder; or (2) participation in the Program or any related activities.

PRIVACY: By participating in this Program, participants agree to Sponsor's use of their personal information for both online and offline direct marketing purposes and/or other legitimate business purposes in accordance with Sponsor's Privacy Policy. You may review Sponsor's Privacy Policy at:

- Canada: https://www.motorola.ca/legal/privacy-policy
- Germany: https://www.motorola.de/legal/privacy-policy
- France: https://www.motorola.fr/legal/privacy-policy
- United Kingdom: https://www.motorola.co.uk/legal/privacy-policy
- Japan: https://www.motorola.co.jp/legal/privacy-policy
- Australia: https://www.motorola.com.au/legal/privacy-policy
- New Zealand: https://www.motorola.com/nz/legal/privacy-policy

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